



AGREEMENTS

OF

THE HAMILTON AND NORTH-WESTERN RAILWAY COMPANY

WITH

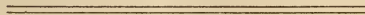
MUNICIPALITIES GRANTING AID

BY WAY OF BONUS.

COLLECTED AND ARRANGED BY

TREVELYAN RIDOUT, LL.B.

OF OSGOODE HALL, BARRISTER-AT-LAW.



Toronto :

HUNTER, ROSE AND COMPANY.

1881.

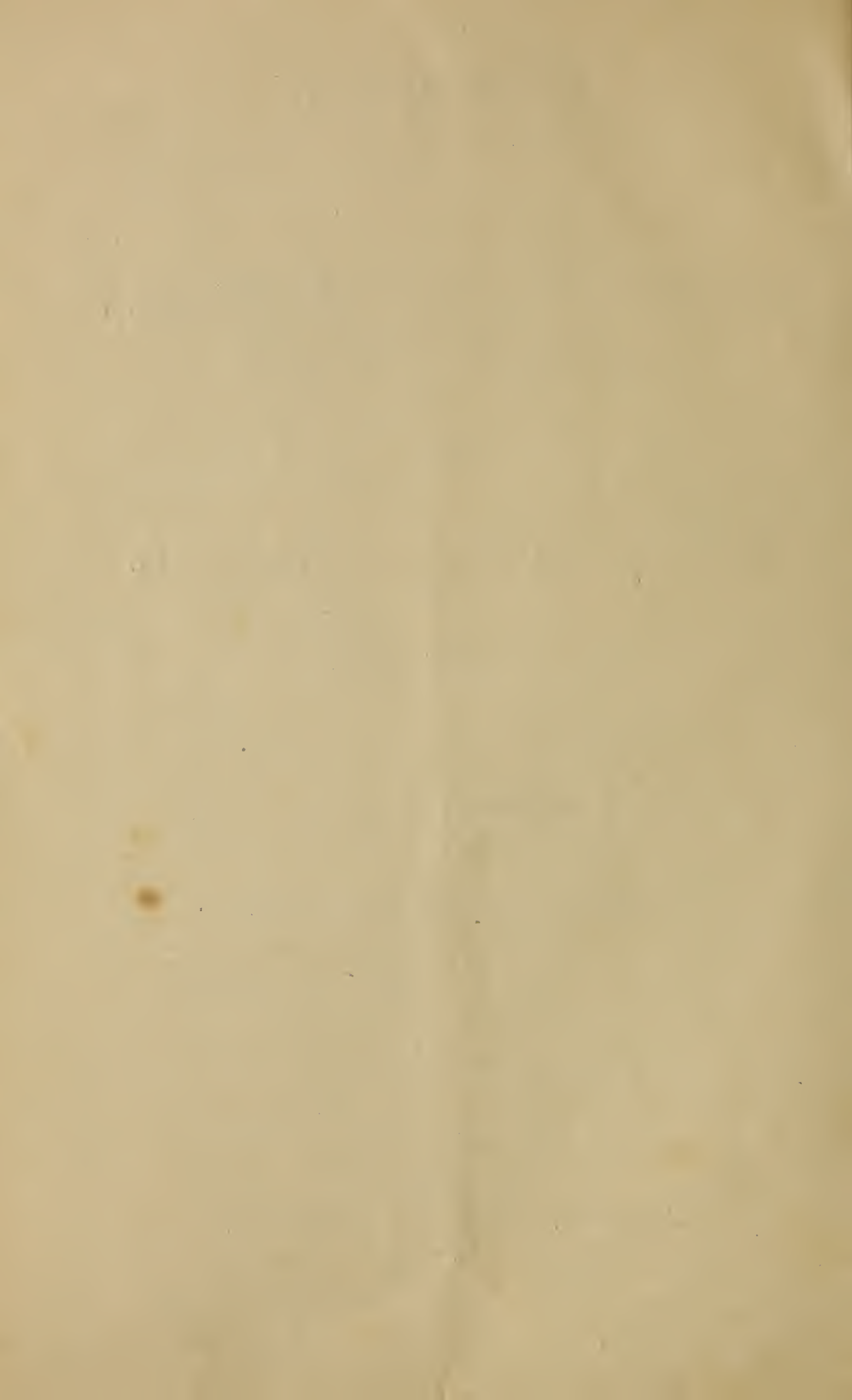


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AGREEMENTS

OF THE

HAMILTON AND NORTH-WESTERN RAILWAY COMPANY

WITH

MUNICIPALITIES GRANTING BONUSES

IN AID OF THE RAILWAY.

A By-law was passed by the Township of Innisfil, granting \$20,000 to the Hamilton and North-Western Railway Company, in connection wherewith the following agreement was made:—

AGREEMENT WITH THE TOWNSHIP OF INNISFIL.

THIS INDENTURE made the 23rd January, 1873,

23rd Jan.,
1873.

Between

The Hamilton and North-Western Railway Company, hereinafter called the Company of the first part, and the Municipal Corporation of the Township of Innisfil, in the County of Simcoe, hereinafter called the Township of the second part :

Whereas, the Council of the said Township, at the request of the said Company, introduced a certain proposed by-law, to take effect, and come into operation, if sanctioned by the Ratepayers of the said Township qualified to vote thereon, or by a majority of said Ratepayers, on 31st December, 1873, to grant a bonus to the extent of \$20,000, to aid the said Company in the construction of a certain proposed railway, and to issue debentures therefor, subject to certain terms, restrictions, and conditions in the said proposed by-law embodied, and to certain other conditions, and on certain other terms, as hereinafter expressed ;

And whereas, doubts are entertained as to legality of some of the terms and conditions on which alone the said Council agreed to submit the said by-law, and to grant the said bonus ;

And whereas, some of the said terms and conditions could not, without affecting the negotiability and market value of the said proposed debentures, to be issued under and in pursuance of the said by-law, be embodied therein, and the said

Council

Recital that
Council
intends to pass
by-law to give
\$20,000.

Doubts entertained as to
legality.

Council of the said Corporation agreed to accept the agreement and undertaking of the said Railway Company, for the due performance of the said conditions, in lieu and instead of having the same embodied in the said by-law, and thereby injuriously affecting the said debentures, therefore it has been arranged that the said Company should enter into the agreement hereinafter contained, and should give their bond for the due and faithful performance and fulfilment of the same :

NOW THIS INDENTURE WITNESSETH that, in consideration of the premises, and of the passing of the said by-law, granting the bonus of \$20,000 in aid of the said Railway Company, the parties hereto of the first part, They, the said Company, do hereby, for themselves, their successors, and assigns, covenant, promise, and agree to and with the said Township, their successors, and assigns, in manner following, that is to say :—

Co. under-
take to get
Act to estab-
lish by-law.

1. That they, the said Company, their successors, and assigns, shall and will, at the proper costs and charges of the said Company, at the present session of the Legislature of the Province of Ontario, use their best exertions to obtain an Act to legalize the said by-law, and the terms and conditions embodied therein, and every clause, section, and part thereof, and especially the terms on which the proposed debentures are to be issued, and transferred, and held, and the appointment of the Trustees therein named, and the trusts on which the debentures are to be held :

Will get
agreement and
bond legalized

2. And further, at their own proper costs and charges, will use their best endeavours to have this agreement and the bond of the said Company, bearing even date herewith, to be given to the said Township, as hereinbefore in part recited, legalized, and made of binding force and effect on the said Company, and of the same validity as if the said Company had clear and undoubted power and authority to enter into this agreement, and to execute the said bond, and to make it effectually binding on the successors and assigns of the said Company :

Bonus to be
refunded
unless Simcoe
gives \$300,000.

3. And whereas, it being the intention of the said Company to submit to other municipalities in the County of Simcoe other by-law, or by-laws, for grants in aid of the said railway, the said Company hath agreed, and doth hereby agree, with the said Township that unless aid or bonuses, to the amount at least of \$300,000, shall be legally granted to the said Company by the said municipalities, or portions of municipalities, within the said County of Simcoe, prior to 1st July, 1874, that the said bonus, or such portion or part thereof (if any) as may have been paid over to or received by the said Company, shall, on the demand of the Council, be at once refunded, with interest thereon from the time of payment thereof, to the said Company, and in case no part of the said bonus has been paid to or received by the said Company, that they shall consent to the cancellation

tion of the said debentures, the refunding of any money paid on account of the same or any of them, and the repeal of the said by-law, if demanded in like manner :

4. And the said Company do further agree that, in case such further aid as in the last clause mentioned is obtained, they, the said Company, their successors, and assigns, shall and will, on or before the 1st July, 1876, erect, build, and complete good, sufficient, and suitable station buildings for passengers and freight on the line of the said railway, at or near the Village of Cookstown, to the north of the 15th concession line in the Township of Tecumseth, and to the east of the 11th concession line in the Township of Essa : A second at or near the Village of Thornton, and not further at the most than three-fourths of a mile distant from the town line, on or adjacent to the side line between lots 15 and 16 in the Township of Essa, and a third at the intersection of the side lines between lots 20 and 21 in the said Township of Essa ; and shall and will establish at each of the places hereinafter mentioned, regular and permanent way stations, and will well and sufficiently keep and maintain the same, and all such suitable, necessary, and proper buildings as the business done, or capable of being done, thereat may require :

Co. to erect station at Cookstown.

At Thornton.

At intersection of side line between 20 and 21, Essa line.

Will keep and maintain same.

5. And also that they, the said Company, their successors, or assigns, shall and will, in the event in the last clause referred to, complete the said line of railway, and have regular passenger and freight trains running from the City of Hamilton to the Town of Barrie, within five years from the time the said by-law is to take effect, and it is hereby agreed and declared that, in the event of the said Company, their successors, or assigns, failing to complete and finish the said line of railway, and failing to have regular passenger and freight trains running thereon, within such period between the places aforesaid, the said Company, their successors, or assigns, shall pay unto the said Township, their successors, or assigns, interest on the said sum of \$20,000, so to be granted by way of bonus, as aforesaid, after the rate of six per cent. per annum, from the expiration of the said five years until the completion of the said railway, and the establishment of regular passenger and freight trains between the City of Hamilton and the Town of Barrie, such interest being hereby mutually agreed by and between the parties hereto, to be by way of liquidated damages, and not to be considered or treated as a penalty :

Co. to have regular trains running from Hamilton to Barrie within five years from by-law.

Otherwise to pay interest at 6 p.c. until completion of railway.

Provided always that, if the Company fail to obtain an Act to legalise the said by-law, the same may be repealed.

In witness whereof, the said parties hereto have hereunto set their corporate seals.

By-law

By-law, Co.
Simcoe.
\$300,000.

By-law of the County of Simcoe, passed 13th May, 1873, granting \$300,000, by way of bonus to the Hamilton and North-Western Railway Company, on certain conditions which have been fulfilled, and the debentures transferred to the Company. In connection therewith the following agreements were made:

H. & N.W.
and Notta-
wasaga.

Agreement between the Hamilton and North Western Railway Company and the Township of Nottawasaga, 19th May, 1873, in connection with the above By-law.

Articles of Agreement made, entered into, and concluded the nineteenth day of May, A. D. 1873, by and between The Hamilton and North-Western Railway Company, hereinafter called the Company of the first part, and the Municipal Corporation of the Township of Nottawasaga in the County of Simcoe, hereinafter called the Township, of the second part.

Preamble.

WHEREAS the County Council of the County of Simcoe, under and by virtue of the power given to the said Council by the charter of the said Company, did on the petition of certain freeholders qualified to vote within the portion of the county affected, read a certain By-law a first and second time which had been introduced in the interest of the said petitioners who prayed that the same might be passed, and which is intended to take effect and come into operation on the first day of July next if sanctioned by the rate-payers qualified to vote thereon, or a majority of such rate-payers, and whereby it is proposed that the portion of the said County being composed of the Townships of West Gwillimbury, Tecumseth, Adjala, Mulmur, Tosorontio, Essa, Vespra, Sunnidale and Nottawasaga, and the Towns of Barrie and Collingwood, should grant a bonus of \$300,000 to aid and assist the said Company in the construction of their line of Railway and branch line within the said County of Simcoe.

Co. empow-
ered to con-
struct line at
Collingwood.

And whereas by an Act of the Ontario Legislature made and passed in the thirty-sixth year of the reign of Her present Majesty Queen Victoria, entitled, "An Act to amend an Act incorporating the Hamilton and North-Western Railway Company and to enable them to extend their line to Collingwood," it was amongst other things enacted, that the said Company might and the said Company was thereby empowered to construct a branch line of Railway running from its main line within the County of Simcoe to the water's edge of Lake Huron, in the Town of Collingwood.

Co. may enter
into agree-
ment with
municipalities

And whereas it was declared lawful by the said above in part recited Act, for the said Company to enter into an agreement with any Municipality which may form a portion of a County Municipality, or section of a Municipality, granting a bonus to said Railway in aid thereof.

And whereas it has been agreed by the said Company and the said Township that as a matter of justice to the inhabitants
of

of the said Township that the agreement hereinafter expressed should be made and entered into by and between the Company and the Township.

Now these presents witness that in consideration of the premises and of the sum of one dollar of lawful money of Canada to the said Company paid by the said Township, the receipt whereof is hereby acknowledged, they the said Company do for themselves, their successors and assigns, covenant, promise and agree to and with the said Township, their successors and assigns, in manner following—that is to say :

Firstly, That, in the event of the said By-law being sanctioned by the ratepayers, or a majority of them, and the said bonus being granted in aid of the said Company, the said Company will construct, make and maintain a line or branch line of railway from the Township of Tecumseth to the Town of Collingwood, and that out of such bonus or sum of \$300,000, the sum of at least \$130,000 shall and will be expended in the construction of the said branch line of Railway.

\$130,000 to be spent on Branch Railway.

Secondly, That the line of road running through the said Township shall pass within half a mile of the Village of Avening and to the east of the *second concession* line ; then at or through and not farther distant from the Village of Creemore than half a mile to the east of the fourth concession line ; thence to cross the side line between lots *fifteen* and *sixteen* in the *seventh* concession ; thence to the east of Hurontario Street as near to the Village of Duntroon as the engineering difficulties will permit, but not farther from said village than one mile ; thence through or within half a mile of the Village of Nottawa to the east of Hurontario Street.

By what points road to pass.

Thirdly, That they the said Company, their successors and assigns, shall and will erect, build, and complete good and sufficient and suitable station buildings for passengers and freight on the line of the said Railway at the several places following—that is to say :—*First*, at or as near to the said Village of Avening as possible to the east of the road ; *secondly*, at or as near to the said Village of Creemore as possible ; *thirdly* at or as near as possible to the *side line* between said lots *fifteen* and *sixteen* in the *seventh* concession ; *fourthly* at or as near to the said Village of Duntroon as possible ; and, *fifthly*, at or as near to the said Village of Nottawa as possible ; and shall and will establish at each of the places hereinbefore mentioned regular way stations ; and

Co to erect stations at Avening. Creemore. Side line between lots 15 and 17, 7th concession.

Duntroon. Nottawa.

Fourthly, That they the said Company, their successors and assigns, shall and will well and sufficiently keep and maintain the said *five* stations above mentioned with all such suitable, necessary and proper building as the business done or capable of being done at the said stations respectively may require for

Co. to keep and maintain for 7 years.

seven

seven years after the trains shall have commenced to run on the said road, and shall and will undertake to do the passenger and freight business of the country at the said stations.

In Witness whereof, etc.

Agreement between the Township of Essa and the Hamilton and North-Western Railway Company, 19th May, 1873, under By-law of County of Simcoe, 13th May, 1873,

Same as Agreement with Township of Nottawasaga, page 8, *mutatis mutandis* down to end of Recitals and Covenanting Clause.

Then Covenants :

Co. to expend
\$130,000 on
Collingwood
branch.

First, That in the event of the said By-law being sanctioned by the rate-payers, or a majority of them, and the said bonus being granted in aid of the said Railway, that the said Company will construct, make and maintain a line or branch line of Railway from the Township of Tecumseth to the Town of Collingwood, and that out of said bonus or sum of \$300,000 the sum of at least \$130,000 shall and will be expended in the construction of the said branch line of railway ; and

Co. to erect
stations at
1. Cookstown,
2. Thornton,
3. Intersection
side line be-
tween 20 and
21, Essa.

Secondly, That the said Company shall build and erect good, sufficient, and suitable station buildings for passenger and freight on the line of the said Railway, at or near to the Village of Cookstown, to the north of the fifteenth concession line of the Township of Tecumseth, and to the east of the eleventh concession line of the Township of Essa ; a second at or near the Village of Thornton, and not further at the most than three-fourths of a mile from the town line, on or adjacent to the side line between lots fifteen or sixteen in the Township of Essa, and a third at the intersection of the side line between lots twenty and twenty-one in the said Township of Essa (and not further than $\frac{1}{2}$ of a mile east of the Joy line, there being no engineering difficulties in the way) ; and keep and maintain the said stations with all said suitable necessary and proper buildings as the business done at the said stations respectively may require.

In Witness whereof, etc.

Tossorontio.

TOWNSHIP OF TOSSORONTIO.—*Agreement with the Hamilton and North Western Railway Company, 19th May, 1873, under By-law of County of Simcoe, 13th May, 1873,*

Same as Agreement with Township of Nottawasaga, page 8, *mutatis mutandis* down to the end of Recitals and Covenanting Clause. The

The Covenants are as follows,—

First, Same as first in Nottawasaga agreement

Secondly, That the said Company, their successors or assigns shall and will erect, build, and complete good, sufficient and suitable station buildings for passengers and freight at the several stations following; that is to say; on the side line between the tenth and eleventh lots in the fourth concession of the said Township of Tossorontio; on the side line between lots twenty-five and twenty-six, within three-quarters of a mile of the centre of the third concession of the said Township of Tossorontio at or near the Village of Glencairn in the same Township, and

Co. to erect stations on certain side lines.

Thirdly, That they the said Company their successors or assigns shall and will erect, build and complete good sufficient and suitable station buildings for passengers and freight at the several stations in the Township of Tecumseth following, that is to say; either at the Village of Tottenham, or as near thereto as the said line will go, at the Village of Clarksville, and at or as near to the Village of Alliston as possible; and shall and will keep and maintain the said several above mentioned stations in the several Townships of Tossorontio and Tecumseth, with all said suitable necessary and proper buildings as the business done or capable of being done at the said stations respectively may require, and will undertake to do the passenger and freight business of the country at the said stations.

Co. to erect stations at
1. Tottenham.
2. Clarksville,
3. Alliston.

To maintain same.

In Witness whereof, etc.

TOWNSHIP OF MULMUR.—*Agreement with the Hamilton and North Western Railway Company, 19th May, 1873, under By-law of County of Simcoe, 13th May, 1873,* Mulmur.

Same as Agreement with Township of Nottawasaga, page 8, *mutatis mutandis* to the end of Recitals and Covenanting Clause.

Covenants as follows :—

First, Same as First in Nottawasaga Agreement, page 8;

Secondly, That they, the said Company, their successors and assigns, shall and will erect, build and complete good, sufficient and suitable station buildings for passengers and freight at the several places following. that is to say: On the side line between the tenth and eleventh lots in the fourth concession of the Township of Tossorontio; on the side line between lots twenty-five and twenty-six within three-quarters of a mile of the

Co. to erect stations at side lines and at Glencairn.

the

the centre of the third concession of the said Township of Tossorontio and at or near to the Village of Glencairn, in the said Township of Tossorontio, and shall and will keep and maintain the said stations, with all suitable, necessary and proper buildings as the business done or capable of being done at the said stations, respectively, may require, and will undertake to do the passenger and freight business of the country at the said stations.

In Witness whereof, etc.

TOWN OF BARRIE.—*Agreement with the Hamilton and North-Western Railway, 19th May, 1873, under By-law of County of Simcoe, 13th May, 1873.*

19th May,
1873.

This Agreement made in duplicate the 19th May, 1873, between the Hamilton and North-Western Railway Company and the Corporation of the Town of Barrie, witnesseth:—

Recital. Co.
empowered to
make agree-
ments with
municipalities
granting
bonuses.

Whereas by an Act of the Legislature of the Province of Ontario entitled "An Act to amend the Act incorporating the Hamilton and North-Western Railway Company and to enable them to extend their line to Collingwood, the said Railway Company are empowered to enter into an agreement with any municipality which may grant a bonus or which may form part of a county municipality, or section of a municipality, granting a bonus in aid of the said Railway, defining the location of the line of the said Railway, and the time within which the said Railway shall be completed, the places where stations are to be erected, or such other matters of detail as may be agreed on between the Railway Company and the municipality so granting aid;

Recital that
Barrie has
granted a
bonus.

And whereas the Corporation of the Town of Barrie forms a portion of a section of the County of Simcoe granting a bonus in aid of the said Railway;

And whereas, pursuant to the said Act, the said Railway Company and the Corporation of the Town of Barrie having entered into the following agreement;

Now this Agreement witnesseth that the said Hamilton and North-Western Railway Company do hereby covenant, promise and agree to and with the said Corporation of the Town of Barrie, as follows:

Main line of
railway to
pass through
Barrie.

That the main line of the said Railway, from the City of Hamilton to Hogg's, Sturgeon or Matchedash Bay, as to the proposed Canada Central Railway or the Canada Pacific Railway, or one or both of them, shall be located and pass through the said Town of Barrie, and passenger and freight stations sufficient and proper for the accommodation of the traffic and on the main line of the Railway, shall be located and permanently kept and established within the limits of the said Town of

Passenger
and freight
stations to be
located there.

Barrie,

Barrie, and somewhere to the north of Bob Street, east of Frances street, west of Duckworth Street, and south of Wellington Street, on the main line of the said Railway.

Secondly, That all workshops, repairing shops, engine shops, or other shops or buildings required for the traffic, working, repairing or renewing of the said Railway or any part thereof, or any of the cars, rolling stock or plant thereof, or which may be erected by the said Railway Company, and which may be on the main line of the said Railway to the north of Tecumseth or Clarksville, and south of the Township of Medonte, shall be located and permanently kept and established at or near the Barrie Station of the said Railway, and to the north of Bob Street, and no shops or buildings shall be built, used or maintained on the main line of the said Railway, north of the Village of Tecumseth and south of the Township of Medonte, except within the limits of the said Town of Barrie and north of Bob Street.

Workshops, engine shops, etc., on line north of Tecumseth, and south of Medonte, to be located at Barrie.

Third,—And this agreement further witnesseth, that the said Corporation of the Town of Barrie, in consideration of the covenants and agreements entered into as aforesaid by the said Railway Company, do hereby covenant, promise and agree to and with the said Railway Company, that the said Railway Company faithfully and truly keeping and performing the covenants and agreements herein contained on their part, and to be kept and performed, they, the said Corporation of the Town of Barrie, will duly pass a resolution allowing the said Railway Company the right and privilege to run their said Railway on any streets of the Town of Barrie on a level with the rest of the streets, except High Street and Small Street, free of charge; but subject to the restrictions as to height of rails above and below the surface of the streets contained in the Railway Act; such right or privilege shall be exercised in such a way as to occasion the least possible inconvenience or damage to the streets or the traffic thereon, and to be subject to the said Railway Company keeping such portion of the said streets as may be within the rails of their track and within one foot on either side thereof in proper order and repair, and fit at all times (except during the actual passing and repassing of trains or engines) for the usual and ordinary traffic and travel of such streets and subject also to the said Railway Company not allowing, permitting, or suffering their engines, cars, tenders, trains, hand-cars or other rolling stock to be and remain stationary on such streets beyond a necessary and reasonable time; and it is mutually understood and agreed between the said parties that in the event of the said Railway being extended beyond the Town of Barrie either to the proposed Pacific Railway or otherwise, that the said Town of Barrie shall not be expected or called upon or forced to contribute any further bonus to the said Railway either under a separate by-law

Council to pass resolutions giving railway right to run on streets other than High or Small streets.

Condition on which right to be granted.

Co. to keep their portion of road in repair;

And fit for traffic except when trains passing.

Engines, cars, etc., not to be kept long on streets.

Barrie not to share in any bonus for extending line beyond Barrie.

law of the said Town of Barrie or under a By-law grouping the said Town of Barrie with other portions of the County of Simcoe.

In Witness whereof, etc.

19th May,
1873.

TOWNSHIP OF ADJALA.—*Agreement with the Hamilton and North-Western Railway, 19th May, 1873, under County of Simcoe By-law, 13th May, 1873.*

The same as the Nottawasaga agreement, *mutatis*, page 8, *mutandis*, down to the following recital:—

And whereas it was agreed by the said Company and the said Township that as a matter of justice to the inhabitants of the said Township, the agreement hereinafter expressed should be made and entered into by and between the said Company and the said Township in manner following that is to say:—

Firstly, Same as clause one of Nottawasaga agreement—page

Where line to
enter town-
ship of
Tecumseth.

Secondly, That the said line of Railway should enter the Township of Tecumseth at or near the line between lots four and five in the first concession, and at all events not further to the east than one-quarter of a mile from the said line, but subject to a proviso: That if at a cost not exceeding \$10,000 in the construction of the said line of road it could be made to run through any portion of the Township of Adjala, not further to the west than in the fifth concession, the said Road might be located there, the said extra cost being computed on the cost of constructing the Road from a point on the Road between the third and fourth concessions of the Township of Albion to the intersection of the route in Tecumseth, the building of any extra length of line not to be computed, but only the increased cost of construction in the same length of Road.

To ascertain
expense, lines
to be run at
Adjala's re-
quest.

Thirdly, That in order to ascertain the difference in the cost of constructing the said lines, that at request of Township of Adjala there should be preliminary lines of survey run where Adjala should point out, at the expense of the Company.

Adjala to
approve of
engineer.

Fourthly, That if required by Adjala, the surveyor or engineer to run said preliminary lines and make estimates should be one with whom the Reeve of Adjala was satisfied.

And whereas, in pursuance of the agreement above recited, the Company have caused a preliminary survey to be made
from

from which it appears that a practicable route can be found through the portion of Adjala above defined, admitting of a station being placed at or near to Ballycroy, and also at or near to Tottenham at a reasonable cost.

Covenant clause as in Nottawasaga agreement, — page 8.

Firstly, Covenant as in Nottawasaga agreement.

Secondly, That upon the surveys being finally completed the Company will adopt the route so surveyed or some other route within the limits above defined, and will erect a station thereon at or near to Ballycroy provided the increased cost to the Company shall not exceed the sum so agreed upon.

Co. to erect station at Ballycroy.

Thirdly, The surveyor or engineer employed to complete the final survey through said portion of Adjala and the estimate of the cost shall, if the Township of Adjala so desire, be one with whom the Reeve of Adjala shall be satisfied.

Engineer to make survey to be approved by Adjala.

Fourthly, The Company shall and will place a flag station at the intersection of the seventh concession of Tecumseth.

Co. to place flag station at intersection of 7 concession Tecumseth.

In Witness whereof etc.

TOWNSHIP OF TECUMSETH.—*Agreement with the Hamilton and North-Western Railway Company, 19th May, 1873, under County of Simcoe By-law, 13th May, 1873.*

19th May, 1873.

Same as Nottawasaga Agreement *mutatis mutandis*, page 8, down to the end of recitals and covenanting clause.

The following are the covenants :—

First.—That in the event of the said By-law being sanctioned by the ratepayers or a majority of them, and the said bonus being granted in aid of the said Railway, the said Company will construct, make and maintain a line or branch line of Railway from the Village of Clarksville, in the Township of Tecumseth, to the Town of Collingwood, and that out of such bonus or sum of \$300,000 the sum of \$130,000 shall and will be expended in the construction of the said branch line of Railway.

Line to be built from Clarksville to Collingwood.

\$130,000 to be spent on branch.

Secondly.—That the said line of Road shall run to or near the Villages of Tottenham and Clarksville not further than a mile from the said villages respectively ; and, if no engineering difficulties are encountered, within half a mile thereof.

Line of road to run near Tottenham and Clarksville.

Thirdly.—

Line to cross
lot 2, 15 con.
Tecumseth.

Thirdly.—That the said line shall run so as to cross lot number two, in the fifteenth concession of the said Township of Tecumseth ; and,

Co. to erect
stations.

Fourthly.—That they the said Company, their successors or assigns, shall and will erect, build and complete good, sufficient and suitable station buildings for passengers and freight at the several places following that is to say :—

Clarksville.
Alliston.

7th line
Tecumseth.

To keep and
maintain the
same.

Either at the Village of Clarksville, or as near thereto, as the line will go, and at or as near to the Village of Alliston, as possible and a flag station at the intersection of the road with the seventh line of Tecumseth, the stations being in the Township of Tecumseth, and shall and will keep and maintain the same with all such suitable, necessary and proper buildings as the business done or capable of being done at the said stations respectively may require and will undertake to do the passenger and freight business of the country at the said stations.

In Witness whereof, etc.

19th May,
1873.

TOWNSHIP OF SUNNIDALE.—*Agreement with the Hamilton and North- Western Railway Company, 19th May, 1873, under County of Simcoe By-law, 13th May, 1873.*

Same as Agreement of Nottawasaga, page 8, *mutatis mutandis* to the end of recitals and covenanting clause.

The following are covenants :—

Firstly, Same as clause first of Nottawasaga, page 8.

Co. to erect
stations

Thirdly, They the said Company, their successors and assigns, shall and will erect, build and complete good and sufficient and suitable station buildings for passengers and freight on the line of said Railway, at the several places following, that is to say :

At Glencairn.

At Creemore.

First. At or as near to the Village of Glencairn in the Township of Tossorontio as possible : *Secondly.* At or as near the Village of Creemore as possible. And shall and will establish at each of the places hereinbefore mentioned regular way stations ; and

Co. to main-
tain stations.

Fourthly, That they the said Company, their successors and assigns shall, and will well and sufficiently keep and maintain the said stations above mentioned with all such suitable necessary and proper buildings as the business done or capable of being done at the said stations respectively may require for seven years after the trains shall have commenced to run on the said road and shall and will undertake to do the passenger and freight business of the country at said stations.

For 7 years
after trains
commence to
run.

In Witness whereof, etc.

By-law

By-law of the City of Hamilton, passed 9th June, 1873.

By-law grants bonus to the extent of \$100,000, to the Hamilton and North-Western Railway Company ——— Hamilton By-law.
\$100,000.

Debentures were to be deposited with Trustees within six weeks after the passing By-law, and to be paid over upon certain conditions that have been fulfilled, and upon the following condition :—

And it is hereby further provided that this By-law is passed upon the following condition, that is to say : That the said Railway Company shall at all times receive and carry cordwood, or any wood or fuel, at a rate not to exceed for dry wood three cents per mile per cord from all stations, not exceeding fifty miles, and at a rate not exceeding three and-a-half cents per cord per mile from all stations under fifty miles, in full car-loads ; and for green wood at the rate of two and-a-half cents per ton per mile, and that the Company shall further, at all times, furnish every facility for the free and unrestrained traffic in cordwood to the City of Hamilton, to as large an extent as in the case of other freight carried over the said Railway.

Rate at which
cordwood and
greenwood to
be carried.

County of Peel passed, October 17th, 1873, By-law granting \$30,000 to aid the Hamilton and North-Western Railway Company, in connection wherewith the following agreement was made :—

TOWNSHIP OF CALEDON.—*Agreement with Hamilton and North-Western Railway Company, under By-law coming into operation 31st day of December, 1873, 8th October, 1873.*

Recital that County Council of Peel have passed second reading of By-law, to take effect if sanctioned by ratepayers whereby proposed, that the portion of the said County being composed of a portion of the Township of Caledon, a portion of the Township of Chinguacousy, and a portion of the Township of Albion, should grant a bonus of \$30,000, to aid and assist Company in constructing their line in Peel.

Recital that
Chinguacousy
about to grant
bonus.

Recital as in Esquising agreement, *mutatis mutandis*, page—
Usual covenant clause as in Innisfil agreement, page—

Covenants :

That in the event of the said By-law being sanctioned by the Ratepayers or a majority of them, and the said bonus being granted in aid of the said Company, they the said Company, their successors and assigns, shall and will erect, build, and complete good and sufficient, and suitable station buildings for passengers and freight, on the line of the said Railway, at the several places following, that is to say :—

Co. to erect
stations.

At

At Caledon
East,
At Sligo, or
3rd line in
Caledon.

At the Village of Caledon East, in the Township of Caledon, at Sligo or at the junction of the Hamilton and North-Western Railway with the Toronto, Grey and Bruce Railway, near the third line of Caledon.

In witness whereof, etc.

Agreement with the Municipal Council of the City of Hamilton, dated 3rd January, 1874, made in connection with By-law passed 9th June, 1873.

Road not to
be transferred
to control of
another Com-
pany.

Certain conditions made with reference to the handing over of the debentures, viz.: that communication should be established between Hamilton and Grand Trunk Railway.

These conditions have been fulfilled, and the debentures delivered to the Company.

The following stipulation also occurs:—

It is further agreed that, under no circumstances shall the said Railway be transferred or placed under the control of any other Railway Company, but on the contrary in any arrangement that shall be made with any other Railway Company or with the Great Western Company, for running powers into the City of Hamilton, adequate provision shall be made for securing running powers or traffic arrangements with all other Companies which shall or may intersect or form a junction, or be in a position and desire to use the said railway so as to secure the most ample facilities for the interchange of traffic, from or over such connecting or other roads to and from the City of Hamilton.

8th Oct., 1873. TOWNSHIP OF ALBION.—*Agreement with Hamilton and North-Western Railway, 8th October, 1873, under By-law of County of Peel.*

Co. to place
stations.

The several clauses of this agreement same as in preceding agreement with the Township of Caledon, page 17, down to clause describing stations to be placed.

At the several places following, that is to say: at the crossing of the Hamilton and North-Western Railway, on the fourth line of the Township of Albion; at the crossing of the Hamilton and North-Western Railway on the seventh line of the Township of Albion below Buckstrom; and at the Village of Caledon East.

In Witness whereof, etc.

TOWNSHIP OF CHINGUACOUSY.—*Agreement with the Hamilton 8th Oct., 1873. and North-Western Railway, 8th October, 1873, under By-law of County of Peel.*

The several clauses of this agreement the same as in preceding agreements with Townships of Caledon page 17, and Albion, page 18, down to clause describing where stations to be placed.

At the several places following, that is to say: at the Village of Salmonville and at the Village of Cheltenham, in the said Township.

In Witness whereof, etc.

The County of Halton, by a By-law passed 13th March, 1874, granted a bonus of \$85,000 to the Hamilton and North-Western Railway Company. The following agreements were made in connection therewith:—

TOWNSHIP OF ESQUESING.—*Agreement with the Hamilton and North-Western Railway Company, 9th March, 1874.*

Recital that, County Council of Halton about to pass a By-law that a portion of County, being composed of a portion of Township of Esquesing, a portion of the Township of Trafalgar, a portion of the Township of Nelson, and the Village of Georgetown and the Town of Milton, should grant a bonus of \$65,000 to aid and assist the said Company in the construction of their line of Railway within the said County of Halton;

And whereas, by an Act of the Ontario Legislature made and passed in the thirty-sixth year of the reign of Her present Majesty Queen Victoria, entitled an Act to amend the Act incorporating the Hamilton and North-Western Railway Company and to enable them to extend their line to Collingwood, it was declared lawful for the said Company to enter into an agreement with any municipality which may form a portion of a County municipality granting a bonus in aid of the said Railway;

And whereas, the said Township of Esquesing forms a portion of the section of the municipality of the County of Halton granting or proposing to grant a bonus to the said Railway in aid thereof;

And whereas, it hath been agreed by the said Company and the said Township that as a matter of justice to the inhabitants of the said Township that the agreement hereafter expressed and contained shall be made and entered into by and between the said Company and the said Township.

Company covenants in same form as in Innisfil Agreement, page 5.

That in the event of the said By-law being sanctioned by the ratepayers or a majority of them, and the said bonus being granted

Co. to place stations.

Salmonville. Cheltenham.

11th Oct., 1873
Recital,
Halton about to pass by-law for \$65,000.

Co. authorized to enter into agreements with municipalities granting bonuses.

Esquesing, part of section of municipality granting bonus.

Co. to erect stations at certain points.

granted in aid of the said Company, they, the said Company, their successors and assigns, shall and will erect, build and complete good and sufficient and suitable station buildings for passengers and freight on the line of said Railway at the several places following, that is to say :

Lot 22, 10
Esquesing,
Glen Williams
station.

On lot 22 in the 10th con. of Esquesing, to be called the Glen Williams Station, if upon the final survey of the line and the selection of the route which shall be found, in the judgment of the Chief Engineer of the Company, to be the most suitable and advantageous route it shall be found practicable to diverge the line so as to place the station at that point at any expense not greater than \$7,500 beyond the sum it would take if such selected line had been adopted, but in estimating such increased expense no portion of the line shall be computed east of the north-east side of Kennedy's Creek, from which point the expense of such divergence is to be calculated ; and also on the cross road between lots 15 and 16 in the 7th concession of the said Township of Esquesing, to be called and known as the Stennaton Station.

In Witness whereof, etc.

Mar. 15, 1874. TOWNSHIP OF NELSON.—*Agreement with the Hamilton and North-Western Company, March 15th, 1874, in connection with By-law of County of Halton, 13th March, 1874.*

The preamble clauses the same as in preceding agreement with the Township of Esquesing, page 19.

Covenanting clause as in Nottawasaga agreement, page 8.

Covenants :

Co. to erect
stations,
buildings.

That in the event of the said By-law being sanctioned by the ratepayers or a majority of them, and the said bonus being granted in aid of the said Company, they the said Company, their successors and assigns, shall and will erect and complete good and suitable and sufficient station buildings for passengers and freight, on the line of the said Railway, at the several places following, that is to say :—

Nelson station
Zimmerman
station.

Palermo
station.

Burlington.

One at or near the point where the line of the said Railway will cross Dundas Street, near to Nelson Village or Hannawalla, to be called and known as the Nelson Station ; one at or near Zimmerman's Mills, to be called and known as the Zimmerman Station ; and one at a point on the line of the Railway, most convenient of any to the people of Palermo and Trafalgar, to be called and known as Palermo Station ; and one at or near the Village of Burlington, not further distant from the Lake Shore than one-half mile.

In witness whereof, etc.

VILLAGE

VILLAGE OF BURLINGTON.—*Agreement with the Hamilton and North-Western Railway, March, 1874, in connection with By-law of County of Halton, 13th March, 1874.* March, 1874.

Usual covenanting clauses, as in Innisfil agreement, page 5. Co. to erect and complete station at Burlington.
That in the event of the By-law being sanctioned by the ratepayers, or a majority of them, and the said bonus being granted in aid of the said Railway, the said Company, their successors or assigns, shall and will erect, build and complete good, sufficient and suitable station buildings at the station following, that is to say: at or near the Village of Burlington, not more distant from the present post-office than one-half a mile.

In Witness whereof, etc.

TOWN OF MILTON.—*Agreement with Hamilton and North-Western Railway, March, 1874, under By-law of County of Halton, 13th March, 1874.* March, 1874

Same recitals as in Caledon agreement, page 17.

Usual covenant clause.

Covenants—To erect station buildings at the station following, that is to say: Within the limits of the said corporation of the Town of Milton, the corporation of the said Town of Milton agreeing on their part to grant permission to the Company to pass over and along any streets that may be required in approaching the said station, and to close any streets within the limits of the said station grounds, or that may interfere with the sidings therewith connected. Co. to erect station in Milton. Corporation of Milton to close streets interfering with same or sidings

In Witness whereof, etc.

VILLAGE OF GEORGETOWN.—*Agreement with the Hamilton and North-Western Railway Company. By-law 13th March, 1874, under By-law of County of Halton, 17th October, 1873.* March, 1874.

Recitals as in Caledon agreement, page 17.

Usual covenant clauses; see Innisfil agreement, page 5.

Covenant—That the Company shall and will erect, build and complete good, sufficient and suitable station buildings for passengers and freight on the line of said Railway at the several places following, that is to say: A station within the distance of seventy rods of the point at which the line of the Railway shall cross the Grand Trunk Railway. Station grounds. Co. to erect station at Georgetown.

In Witness whereof, etc.

By-law

By-law of City of Hamilton, granting \$100,000 to the Hamilton and North-Western Railway Company.

30th August,
1875.

Adopted by vote of ratepayers 30th August, 1875, and becoming operative 1st October, 1875.

After certain clauses referring to the issue of the debentures, etc., which are now of no importance, the same having long since been handed over to the Company, and disposed of, it proceeds as follows:

Mayor to be
ex officio
Director
always.

10. That the Mayor of the said city, in consideration of the bonus heretofore granted by the said city, and of the proposed subscription of Stock shall be *ex officio* a Director of the said Company for all time to come, whether the said city shall hold Stock in the said Company or not.

Head offices
at Hamilton.

11. That the head offices and Board of Directors or management of the said Company shall be permanently located in Hamilton.

Construction
and manufac-
turing shops,
etc, freight
sheds, etc, and
elevator to be
at Hamilton
and there re-
main.

To cost
\$100,000.

Freight for
Lake Ontario
transhipped
there.

Co. not to
build wharf,
timber boom,
elevator, etc,
thereon except
in limits.

12. That all the construction and manufacturing shops of the said Railway and their principal repairing shops, and all freight sheds, store-houses, elevators and other buildings used or required for carrying on the business of the said Railway at Hamilton, shall be erected within the limits of the said City of Hamilton, and remain and be worked there permanently, and that the cost of such shops, and other erections in this paragraph mentioned, shall not be less than one hundred thousand dollars, such sum to be expended thereon within five years from the passing of this By-law, and that all freight carried by the said Company to be forwarded by way of Lake Ontario shall be transhipped at the City of Hamilton, and the Company shall not use, build or make, for the purpose of traffic, any wharf, store-house, elevator, or timber boom upon Lake Ontario or Burlington Bay, except on the south side of the bay, within the limits of the City of Hamilton.

Rolling stock
at rate \$4,000
per mile to be
purchased by
Company.

13. That the Rolling Stock of the said Company, for the working thereof, to the extent of four thousand dollars per mile, shall on the construction of the said Railway, be purchased by the Company, and not merely leased by them.

Co. to be an
independent
road.

To form junction
with
G. W. R. in
Hamilton.

14. That the said Railway Company, except to the extent of its amalgamation with the Hamilton and Lake Erie Railway Company, shall be an independent road; that the same shall form a connection or junction with the Great Western Railway Company within the limits of the City of Hamilton, and shall not form any connection or junction with any Railway Company to the east of the present city limits.

15. That in crossing Burlington Beach, in the Township of Saltfleet, the said Railway shall run their track on the west or south side of the present travelled road over said beach, and shall not enter upon, use, or take for any of the purposes of the said Railway any portion of the beach lying east or north of the said travelled road, nor shall they run their track on the said travelled road except in crossing the same where necessary.

Not to run line on west or south side of road on Burlington beach, nor use beach on north or south of same, nor cross same except by necessity.

ORDER IN COUNCIL.

Order in Council with reference to the Hamilton and North-Western Railway ; approved by the Lieutenant-Governor, on the 19th March, 1874, and ratified by the Legislative Assembly, 21st March, 1874.

The Committee of Council have had under consideration the application of the Hamilton and North-Western Railway Company, that it may receive aid from the Railway Funds for their line of Railway.

\$243 per annum per mile for line between Hamilton and Barrie and Clarks-ville and Collingwood.

Increased in respect of 44 miles by \$48 60c. on account of increased cost.

Conditions, proof of contract for work.

2. Payment of \$2,500 per mile and increase of \$500 for 44 miles in shares of annual payments.

The Committee advise, that subject to the ratification of this Order in Council by resolution of the Legislative Assembly (in default of which ratification this Order in Council is inoperative), payment be authorized to be made out of the Railway Subsidy Fund to the Company of the sum of two hundred and forty-three dollars per mile, for that portion of the line of the Company's Railway between Hamilton and Barrie, and between Clarks-ville, in the Township of Tecumseth, and Collingwood Harbour, such sum to be payable by even half-yearly payments of one hundred and twenty-one dollars and fifty cents each, on the 30th day of June, and the 31st day of December, in each and every year, during the period of twenty years, to be computed from the first day of January, 1872, and to the full end thereof; and the Committee further advise, that in respect of forty-four miles of the said railway, where the cost of construction will be exceptionally increased, that the said grant be increased by the yearly sum of forty-eight dollars and sixty cents, payable as aforesaid, and for the full period of twenty years as aforesaid, and that such grant of aid be under and subject to the requirements of the Railway Act, and also to the following further conditions, that is to say : First, on condition that the Company do, *on or before the first day of December next*, furnish proof to the satisfaction of His Honor in Council of a *bona fide* and sufficient contract for the completion of the works of the railway (exclusive of track-laying), for the said portions of their line of railway. Second, on condition that His Honor in Council may direct that payment be made to the said Company out of the Railway Fund (should the same become applicable thereto) at the rate of two thousand five hundred dollars per mile of the said portions of railway with the increased grant in respect of the said forty-four miles at the rate of five hundred dollars per mile instead of the said annual mile-

age

age rates at the option of the Lieutenant-Governor in Council. Third, on condition that the said Company agrees to enter into an arrangement at any time hereafter with any other Railway Company for the haulage of the passengers and freight cars for the through business of such last mentioned Company upon terms to be fixed by arbitrators to be appointed by the Lieutenant-Governor in Council in case the said Companies fail to agree thereupon.

3. Company must agree with other Companies as to the haulage of through business.

And the Committee further advise, that the payment hereby authorized be made in respect of each twenty miles of the said railway when fully completed and ready for the conveyance of traffic. Payment to be made for last 24 miles.

By-law of the County of Haldimand, granting aid by way of bonus, amount of \$65,000 to the Hamilton and Lake Erie Railway Company, passed 12th January, 1873.

The By-law contains certain provisions with reference to the handing over of the bonds which have all been fulfilled, and the bonds delivered to the Railway Company, and also the following provisions ;

Provided further, that the said debentures shall not be issued or delivered to the said trustees until the said Hamilton and Lake Erie Railway Company shall have executed to the Municipal Council of the County of Haldimand, a bond under the seal of the said Company, conditioned to grant the Great Western Railway Company, the Grand Trunk Railway Company, and the Canada Southern Railway Company equal privileges in regard to the working and use of the said Hamilton and Lake Erie Railway, which shall always be open to the said Companies on the said terms, and also that the said Hamilton and Lake Erie Railway Company will have a siding and flag station at or near to Ballsville or Hullsville, and will cause and procure the Grand Trunk Railway Company to erect a Station-house at or near its intersection with the third line of Seneca.

The following is the Bond given by the Hamilton and Lake Erie Railway Company, in pursuance of the foregoing clause in the By-law.—

Know all men by these Presents that the Hamilton and Lake Erie Railway Company are held and firmly bound to the Corporation of the County of Haldimand in the sum of Twenty Thousand dollars of lawful money of Canada to be paid to the said Corporation of the County of Haldimand, their successors or assigns, for which payment well and truly to be made the said Company binds itself, its successors and assigns, firmly by these Presents.

Scaled

Sealed with the seal of the said Company under the hand of the President and Secretary thereof.

Dated this Seventh day of February, in the year of our Lord, 1872.

Recital that Haldimand grants \$65,000 to Railway to be paid over to delivery of bonds that Company will grant running powers, G. W. R., G. T. R. & C. S. R.

Company will erect flag station at Ballsville or Hullsville, and cause and procure G. T. R. Co. to erect station-house at 3rd Line of Seneca.

Whereas in and by a certain By-law of the County of Haldimand to aid the Hamilton and Lake Erie Railway Company by a free grant or donation of Debentures by way of bonus, to the extent of Sixty-five Thousand Dollars, subject to certain terms, restrictions and conditions, duly passed according to law, the Warden of the said County was authorized and required to issue Debentures for the said purpose to the extent of Sixty-five Thousand Dollars, but it was, among other things, provided that the said Debentures should not be issued or delivered to the Trustees to be appointed under the said By-law, until the said Hamilton and Lake Erie Railway Company should have executed to the Municipal Council of the County of Haldimand a Bond under the seal of said Company, conditioned to grant the Great Western Railway Company, the Grand Trunk Railway Company and the Canada Southern Railway Company equal privileges in regard to working and use of the said Hamilton and Lake Erie Railway, which should always be open to the said Companies on the said terms, and also that the said Hamilton and Lake Erie Railway Company would have a siding or flag station at or near to Ballsville or Hullsville, and would cause and procure the Grand Trunk Railway Company to erect a Station-house at or near its intersection with the Third Line of Seneca.

And whereas the Company have applied for the said Debentures, and the Warden hath agreed to deposit them with the Trustees, as provided for in said By-laws, on being furnished with this bond.

Company to grant G. W. R., G. T. R., and C. S. R. running powers, to erect flag-station at Ballsville or Hullsville, procure G. T. R. Co. to erect station-house at 3rd line, Seneca.

Now the conditions of this obligation are such, that if the said the Hamilton and Lake Erie Railway Company do grant the Great Western Railway Company, the Grand Trunk Railway Company, and the Canada Southern Railway Company, equal privileges in regard to working and use of the said Hamilton and Lake Erie Railway, and continue the same open to the said Companies on the same terms, and *do also construct a siding and flag station on the said Hamilton and Lake Erie Railway, at or near to Ballsville and Hullsville, and DO CAUSE AND PROCURE THE GRAND TRUNK RAILWAY COMPANY TO ERECT A Station-house at or near its intersection with the third line of Seneca*, then this obligation shall be void otherwise shall be and remain in full force and effect.

JAS. TURNER, [L.S.]

President.

M. H. BROWN,

Secretary.



